

**UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF TEXAS**

CRAIG CUNNINGHAM,
Plaintiff,

v.

Trusted Leads, LLC, Trusted Debt
Solutions, LLC Schimeon Frederick,
Tiffany Frederick, and John/Jane Does 1-
5
Defendants

§
§
§
§
§
§
§
§
§
§

Case 4:18cv565

FILED

AUG 6 - 2018

Clerk, U.S. District Court
Texas Eastern

PLAINTIFF'S Original Complaint

1. The Plaintiff hereby files this breach of contract action against Trusted Leads, LLC, Trusted Debt Solutions, LLC, Schimeon Frederick, and Tiffany Frederick.
2. The Plaintiff is Craig Cunningham, a natural person who can be served at 3000 Custer Road, ste 270-206, Plano, Tx 75075.
3. Trusted Leads, LLC is a Florida corporation that can be served via Chris Meier, Esq, Greenspoon Marder, LLP, 100 West Cypress Creek Road, ste 700, Fort Lauderdale, FL 33309.
4. Trusted Debt Solutions, LLC is a Florida corporation that can be served via Chris Meier, Esq, Greenspoon Marder, LLP, 100 West Cypress Creek Road, ste 700, Fort Lauderdale, FL 33309.
5. Schimeon Frederick is a natural person that can be served via Chris Meier, Esq, Greenspoon Marder, LLP, 100 West Cypress Creek Road, ste 700, Fort Lauderdale, FL 33309.
6. Tiffany Frederick is a natural person that can be served via Chris Meier, Esq, Greenspoon Marder, LLP, 100 West Cypress Creek Road, ste 700, Fort Lauderdale, FL 33309.

The Plaintiff sued the Defendants in a prior lawsuit

7. The Plaintiff sued the defendants originally as part of Cunningham v Greenstar Capital in the E.D of Texas, in case 4:18-cv-00161-ALM-CAN on 3/7/2018.
8. The Defendants failed to respond to the complaint, but directly engaged Chris Meier an attorney with Greenspoon Marder to discuss settlement with the Plaintiff instead.

The Parties entered into a valid contract to settle the Plaintiff's claims

9. The Parties reached a written settlement agreement on May 15, 2018, which resulted in the dismissal of the defendants from the action. A copy of the agreement is attached as Exhibit A.
10. In paragraph 8 of the agreement, the parties agree that the agreement is subject to jurisdiction and venue in the Eastern District of Texas.

The Defendants materially breached the settlement agreement

11. Pursuant to paragraph 1(a), payments were due on the 8th of each month starting on June 8th 2018. A payment was made to the Plaintiff, but the check was returned and failed to clear the Plaintiff's bank on June 18, 2018 as a result of insufficient funds. See Exhibit B. At this point, the defendants failed to make a timely monthly payment as defined by the agreement and were materially in breach of the agreement.
12. Despite this material breach, an extension was requested by the Defendants and granted by the Plaintiff through August 1, 2018 to deliver the funds to the Plaintiff. As of August 3rd, 2018 no funds were recieved by the Plaintiff once again breaching the agreement.

The Plaintiff performed as agreed under the contract

13. The Plaintiff's only obligation in the case was to dismiss the defendants from the case. The Defendants were dismissed on June 1, 2018.

**The Plaintiff suffered damages and is entitled to liquidated damages according to
the contract**

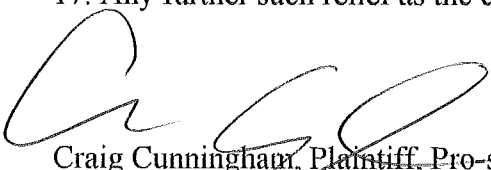
14. Pursuant to the agreement in paragraph 16, the Plaintiff is entitled to liquidated damages. The Plaintiff has also been damaged by being deprived of the settlement payments as agreed.

Prayer for Relief

15. The Plaintiff requests a judgment in the amount specified in paragraph 19 of the agreement as liquidated damages.

16. Costs and attorney's fees pursuant to the agreement.

17. Any further such relief as the court deems fit.



Craig Cunningham, Plaintiff, Pro-se

3000 Custer Road, ste 270-206 Plano, Tx 75075

8/3/2018

615-348-1977